

1 Byron Z. Moldo, CA SBN 109652  
 2 bmoldo@ecjlaw.com  
 3 Admitted Pro Hac Vice  
**ERVIN COHEN & JESSUP LLP**  
 4 9401 Wilshire Boulevard, Ninth Floor  
 Beverly Hills, California 90212-2974  
 Telephone (310) 273-6333  
 Facsimile (310) 859-2325

5 Bart K. Larsen, Nevada Bar #8538  
 6 blarsen@klnevada.com  
**KOLESAR & LEATHAM**  
 7 400 S. Rampart Boulevard, Suite 400  
 Las Vegas, NV 89145  
 Telephone (702) 362-7800  
 Facsimile (702) 362-9472

9 Attorneys for Joshua Teeple, Permanent Receiver

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA, SOUTHERN DIVISION**

15 FEDERAL TRADE COMMISSION,  
 16  
 Plaintiff,  
 17  
 v.  
 18 REVMOUNTAIN, LLC, a Nevada  
 19 limited liability company, et al.  
 20  
 Defendants.

Case No. 17-CV-02000-APG-GWF

STIPULATION TO EXTEND TIME  
 FOR RECEIVER TO FILE AND  
 SERVE FINAL REPORT; ORDER

The Hon. Andrew P. Gordon

21 IT IS HEREBY STIPULATED by and between Joshua Teeple, Permanent  
 22 Receiver (“Receiver”), plaintiff Federal Trade Commission (“Plaintiff”), defendants  
 23 RevMountain, LLC; RoadRunner B2C, LLC, d/b/a RevGo; Wave Rock, LLC;  
 24 Juniper Solutions, LLC; Jasper Woods, LLC; Wheeler Peak Marketing, LLC;  
 25 ROIRunner, LLC; Cherry Blitz, LLC; Flat Iron Avenue, LLC; Absolutely Working,  
 26 LLC; Three Lakes, LLC; Bridge Ford, LLC; How and Why, LLC; Spruce River,  
 27 LLC; TrimXT, LLC; Elation White, LLC; IvoryPro, LLC; Doing What’s Possible,  
 28

1 LLC; RevGuard, LLC (“RevGuard”); RevLive!, LLC; Blue Rocket Brands, LLC;  
 2 Convertis, LLC; Convertis Marketing, LLC; Turtle Mountains, LLC; Boulder Black  
 3 Diamond, LLC; Mint House, LLC; Thunder Avenue, LLC; University & Folsom,  
 4 LLC; Boulder Creek Internet Solutions, Inc.; Walnut Street Marketing, Inc.; Snow  
 5 Sale, LLC; Brand Force, LLC; Wild Farms, LLC; Salamonie River, LLC; Indigo  
 6 Systems, LLC; Night Watch Group, LLC; Newport Crossing, LLC; Greenville  
 7 Creek, LLC; Brookville Lane, LLC; Anasazi Management Partners, LLC; Honey  
 8 Lake, LLC; Condor Canyon, LLC; Brass Triangle, LLC; Solid Ice, LLC; Sandstone  
 9 Beach, LLC; Desert Gecko, LLC; Blizzardwhite, LLC; Action Pro White, LLC;  
 10 First Class Whitening, LLC; Spark Whitening, LLC; Titanwhite, LLC; Dental Pro  
 11 At Home, LLC; Smile Pro Direct, LLC; Circle of Youth Skincare, LLC;  
 12 DermaGlam, LLC; Sedona Beauty Secrets, LLC; Bella at Home, LLC; SkinnyIQ,  
 13 LLC; Body Tropical, LLC; and each of their subsidiaries, affiliates, successors, and  
 14 assigns (“Corporate Defendants”), and defendant Blair McNea (“McNea”), as  
 15 follows:

## 16 RECITALS

17 A. On July 25, 2017, this Court entered Plaintiff’s Temporary Restraining  
 18 Order with Asset Freeze, Appointment of a Temporary Receiver, and Other  
 19 Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should  
 20 Not Issue.

21 B. On September 1, 2017, this Court entered its Preliminary Injunction  
 22 with Asset Freeze, Appointment of Receiver, and Order Equitable Relief as to  
 23 Defendants Blair, McNea, Jennifer Johnson, and Entity Defendants (“Preliminary  
 24 Injunction”).  
 25  
 26  
 27  
 28

1 C. The Preliminary Injunction also provided that Joshua Teeple was  
 2 appointed as permanent Receiver of the Receivership Entities<sup>1</sup> with full powers of  
 3 an equity receiver. The Preliminary Injunction includes the duties and authorities of  
 4 the Receiver. Those powers include, but are not limited to: taking exclusive custody,  
 5 control, and possession of all Assets<sup>2</sup> and Documents of, or in the possession,  
 6 custody, or under the control of any of the Receivership Entities, wherever situated;  
 7 and conserving, holding, managing, and preventing the loss of all Assets of the  
 8 Receivership Entities, and performing all acts necessary or advisable to preserve the  
 9 value of those Assets.

10 D. On April 10, 2018, this Court entered the Stipulated Permanent  
 11 Injunction and Other Equitable Relief as to Defendant Blair McNea and All  
 12 Corporate Defendants (“Permanent Injunction”). The Permanent Injunction  
 13 provided in section IX. “that the Receiver is directed to, within 180 days of the date  
 14 of entry of this Order, unless good cause is shown to extend the receivership beyond  
 15 180 days, file and serve on the parties a final report (“Final Report”) and request  
 16 payment of fees and expenses.”

17 E. The Permanent Injunction at section VII. directed the Receiver to  
 18 liquidate, for fair market value, all of the receivership’s Assets, including the Assets  
 19 identified in Sections IV(B), (C), (D), (E), (F), and (G) of the Permanent Injunction.

20 F. All Assets of the receivership estate have been liquidated except the  
 21 following:

22 1) Defendant McNea’s rights and interests in The Grid, Inc. (“Grid”),  
 23 Tubular Labs, Inc. (“Tubular”) and Seek Capital, Inc. (“Seek”);

---

24  
 25 <sup>1</sup> “Receivership Entities” means Entity Defendants as well as any other entity that has conducted any business related to  
 26 Defendants’ marketing of negative option offers, including receipt of Assets derived from any activity that is the subject of the  
 Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant.

27 <sup>2</sup> “Asset” means any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever  
 28 held.

- 1                   2) Intellectual property owned by the Corporate Defendants;
- 2                   3) Collection of outstanding accounts receivable owed to the Corporate
- 3 Defendants;
- 4                   4) Defendant McNea's painting titled "Black Roses Painting"
- 5 ("Painting"); and
- 6                   5) The real property located at 6331 Snowberry lane, Niwot, Colorado
- 7 80503 ("Property").

8           G.     The Receiver expects that the intellectual property owned by the  
9 Corporate Defendants, and defendant McNea's rights and interests in Grid, Tubular,  
10 and Seek, and the Painting, will be liquidated by January 31, 2019.

11           H.     The Receiver has unsuccessfully attempted to liquidate the intellectual  
12 property owned by the Corporate Defendants, but will continue his liquidation  
13 efforts.

14           I.     The Receiver commenced certain litigation to collect outstanding  
15 accounts receivable owed to the Corporate Defendants. The Receiver is uncertain at  
16 this time if all of the litigation will be concluded by January 31, 2019.

17           J.     Although the Receiver retained the services of a licensed real estate  
18 broker to list and sell the Property immediately after entry of the Permanent  
19 Injunction, and the Property has been continuously marketed at all times thereafter,  
20 the Property has not yet sold despite the listing price having been reduced.

21           K.     Due to the assets listed in recital F. above not having been sold, the  
22 Receiver will not be able to file and serve a final report within 180 days after entry  
23 of the Permanent Injunction.

24           L.     The Receiver is confident that defendant McNea's interests in Grid,  
25 Tubular, and Seek will be sold by January 31, 2019, but he is less certain that the  
26 litigation to collect outstanding accounts receivable will conclude, and that the  
27 Property can be sold so that he can file his final report by January 31, 2019.

28           M.     For the reasons set forth above the Receiver believes that good cause

1 exists to extend the date to file and serve a final report as the Property has not yet  
2 sold.

3 N. In order to extend the date for submission of his final report, the Parties  
4 have entered into this stipulation.

5 NOW, THEREFORE, in consideration of the foregoing, the Parties agree as  
6 follows:

7 1. IT IS HEREBY STIPULATED that the time for the Receiver to file  
8 and serve a final report is extended to January 31, 2019.

9 2. IT IS FURTHER STIPULATED that if good cause is shown, the  
10 January 31, 2019 date for the Receiver to file and serve a final report may be further  
11 extended.

12 DATED: October 17, 2018

ERVIN COHEN & JESSUP, LLP

13  
14 By: /s/ Byron Z. Moldo  
15 Byron Z. Moldo  
16 Attorneys for Joshua Teeple,  
17 Permanent Receiver

18 DATED: October 17, 2018

FEDERAL TRADE COMMISSION

19  
20 By: /s/ Sarah Waldrop  
21 Sarah Waldrop  
22 Attorneys for Plaintiff Federal  
23 Trade Commission

24 **IT IS SO ORDERED.**

25  
26   
27 UNITED STATES DISTRICT JUDGE  
28 Dated: October 18, 2018.